

TOWN AND COUNTRY DRY CLEANERS
NONCD0002798
617 WASHINGTON STREET
WILLIAMSTON, NC

MARTIN COUNTY

ACCORDING TO THE TAX AND MAPPING DEPARTMENTS IN MARTIN COUNTY ON 8/30/2012, THIS SITE IS PARCEL #0503773, MARTIN COUNTY, AND THE CURRENT OWNER IS VELVORA H. GILLIAM.

MARTIN COUNTY TAX BILLS GO TO:
VELVORA H. GILLIAM'
1935-103 TARA CT.
GREENVILLE, NC 27858

IN A TELEPHONE CONVERSATION ON 8/30/2012 WITH BRENT KANIPE, DIRECTOR OF PLANNING AND DEVELOPMENT FOR THE TOWN OF WILLIAMSTON(252-792-5142, EXT. 227), KANIPE STATED THAT THE PROPERTY WAS RIGHTLY DESIGNATED AS 609 WASHINGTON STREET (THE MARTIN COUNTY TAX DEPARTMENT HAS NOT YET UPDATED ITS RECORDS) AND PROPOSED THAT WE SHOULD SEND THE LETTER ALSO TO MR. HORACE RODGERS, WHO IS NOW LEASING THE PROPERTY FROM GILLIAM(SEE DETAILS BELOW). LETTERS CAN BE ADDRESSED TO:

HORACE RODGERS
2358 RODGERS SCHOOL ROAD
WILLIAMSTON, NC 27892-8249

OWNER:

VELORA H. GILLIAM 1935-103 TARA CT. GREENVILLE, NC 27858

DEED HISTORY 3/17/1980 TO PRESENT:

2/10/2012	L-24/78	LEASE AGREEMENT OF VELVORA H. GILLIAM TO HORACE RODGERS AND NEDRA H. RODGERS, 8/1/2011 TO 7/31/2022 – FORMER TOWN AND COUNTY CLEANERS LOCATED AT 617 WASHINGTON STREET, WILLIAMSTON, NC.
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12/16/2004	L-20/424	LEASE AGREEMENT OF VELVORA H. GILLIAM TO CHEBITA AND WANISE WALLACE, 1/1/2005 TO 12/31/2014 – 617 WASHINGTON STREET, WILLIAMSTON, NC.
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PLEASE NOTE: CHEBITA WALLACE WAS FORMER RP AND RECIPIENT OF NOTIFICATION LETTER. UNABLE TO LOCATE.

11/16/2004	K-20/48	THE HARRIS AND PURVIS CORPORATION TO VELVORA H. GILLIAM – TOWN OF WILLIAMSTON, LOT 6A OF MAP BOOK 12, PAGE 80.
5/18/1988	R-12/878	FIRST CITIZENS BANK AND TRUST COMPANY TO THE HARRIS AND PURVIS CORPORATION – TOWN OF WILLIAMSTON, LOT 6A OF MAP BOOK 12, PAGE 80.
3/17/1980	S-10/569	FIRST CITIZENS BANK AND TRUST COMPANY TO THE HARRIS AND PURVIS CORPORATION – TOWN OF WILLIAMSTON, LOT 6A OF MAP BOOK 12, PAGE 80.

**SEE ALSO DEED BOOK Y-11/33, N-11/388, S-10/382
MAP BOOK 12/80**

OUT-CONVEYANCES CHECKED 8/30/12.



North Carolina Department of Environment and Natural Resources
Division of Waste Management

Beverly Eaves Perdue
Governor

Dexter R. Matthews
Director

Dee Freeman
Secretary

July 27, 2011

Ms. Chebita Wallace
Town and Country Dry Cleaners
617 Washington Street
Williamston, NC 27892

Re: Inactive Hazardous Waste Sites Priority List
Town and Country Cleaners
Williamston, Martin County

Dear Ms. Wallace:

The site listed above has been included on the October 2010 Inactive Hazardous Waste Sites Priority List (Priority List) in accordance with North Carolina General Statutes Section 130A-310.2. The Priority List is a list of sites where uncontrolled disposal, spills, or releases of hazardous substances have been identified. A special priority system (North Carolina Administrative Code Title 15A Subchapter 13C Section 0.200) is used to rank the sites in decreasing order of danger to public health and the environment.

This letter is being sent to you to fulfill our statutory duty to notify those who own and those who at present are known to be responsible for each site on the Priority List. A copy of the Priority List with each site's rank appearing in the right-hand column is available at <http://portal.ncdenr.org/web/wm/sf/sfavailabledocs> under the Site Inventory heading. This list is in alphabetical order by site name to make it easier for you to locate your score.

Any responsible party that has not already done so, must take the initial abatement actions required under North Carolina groundwater quality regulations (15A NCAC 2L). Pursuant to 15A NCAC 2L .0106(b), any person conducting or controlling an activity which results in the discharge of a waste or hazardous substance to the groundwater of the State, or in proximity thereto, shall take immediate action to terminate and control the discharge, and mitigate any hazards resulting from exposure to the pollutants. Pursuant to 15A NCAC 2L .0106(c), if groundwater standards have been exceeded, a responsible party must take immediate action to eliminate the source or sources of contamination. Beyond initial abatement actions, all assessment and cleanup will be done through the Inactive Hazardous Sites Response Act (N.C.G.S. 130A-310) authority.

Under the Inactive Hazardous Sites Response Act, persons who move forward to assess and clean up contamination, without being compelled to do so through formal legal action filed against them, are called "volunteers." To participate in the Inactive Hazardous Sites Branch's voluntary cleanup program, you will be required to enter into an administrative agreement with the Branch. If a responsible party or owner wishes to voluntarily perform a site cleanup, they should first complete a Site Cleanup Questionnaire available at <http://portal.ncdenr.org/web/wm/sf/sfavailabledocs> under the Forms heading. The voluntary cleanup will proceed through the Registered Environmental Consultant Program or under direct oversight by the Branch Staff, as discussed below.

The Branch has a privatized oversight arm of the voluntary cleanup program known as the Registered Environmental Consultant ("REC") program. Based on the responses provided on the questionnaire (degree of hazard and public interest in the site), the Branch will determine whether a staff person or an REC will perform the oversight and approval of your assessment and cleanup action. Please note that having one or more of the conditions identified on the questionnaire does not necessarily preclude the site for qualifying for an REC-directed cleanup action.

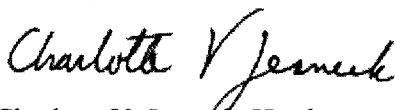
Under the REC program, the volunteer hires an environmental consulting firm, which the State has approved as having met certain qualifications, to implement a cleanup and certify that the work is being performed in compliance with regulations. In other words, the REC's certifications of compliance are in place of direct oversight by the Branch. Details of the REC program can be found at <http://portal.ncdenr.org/web/wm/sf/ihs/recprogram>. If you have any questions specific to the REC Program, including how to participate, please contact the REC Program Manager, Kim Caulk, at (919) 508-8451.

If the Branch determines that the site should be assessed and cleaned up with direct State oversight, it will not be eligible for a REC-directed cleanup. Rather, the cleanup action will receive direct oversight by Branch staff.

Failure of a responsible party to take the initial abatement steps required in 15A NCAC 2L may result in the assessment of a civil penalty against that responsible party. In addition, the Branch may seek an injunction compelling compliance with the initial abatement steps required in 15A NCAC 2L. For future work beyond the initial abatement steps required pursuant to 15A NCAC 2L, a unilateral Order may be issued pursuant to § 130A-310.3 to compel assessment and cleanup.

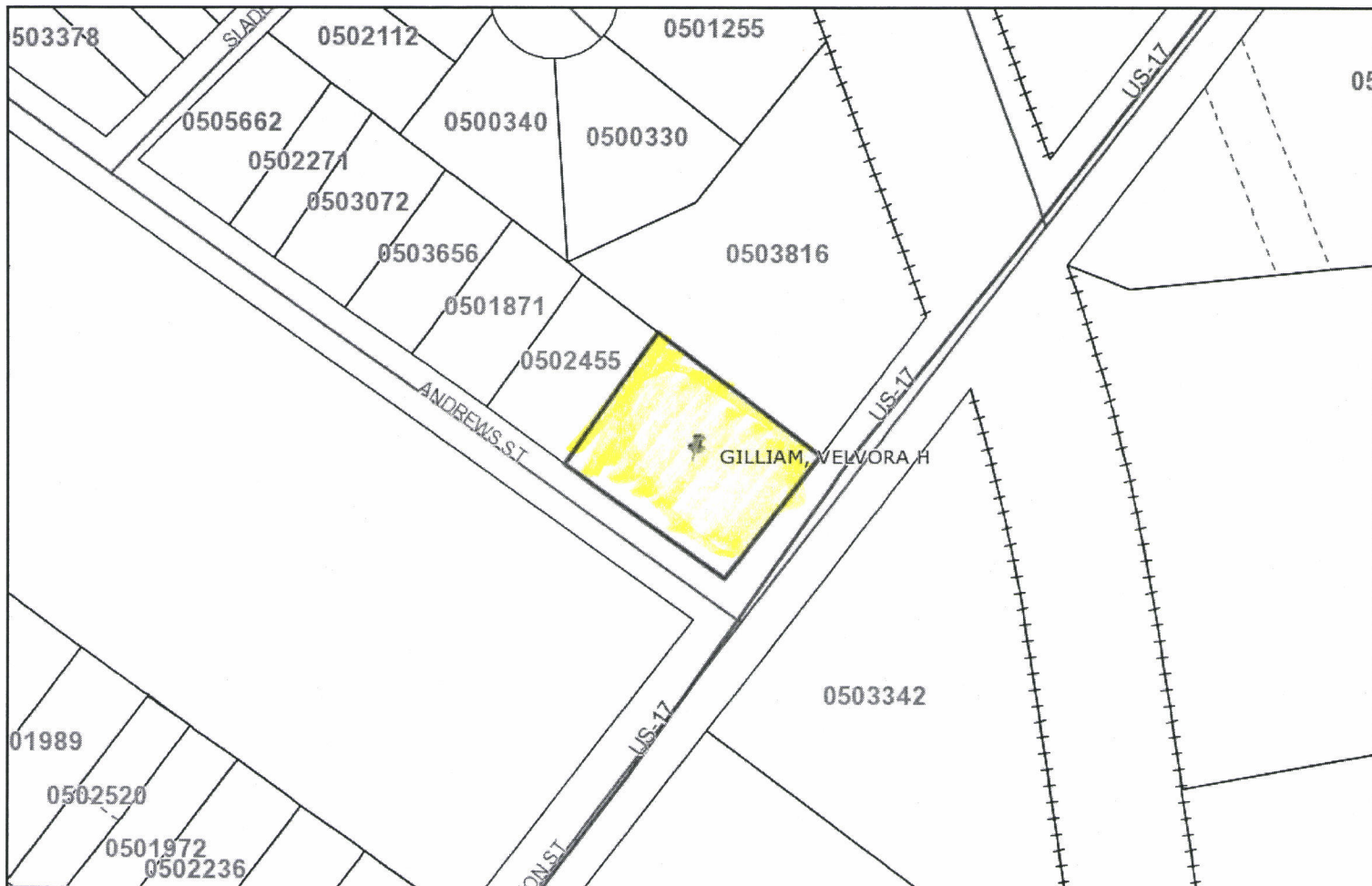
If you have any questions, you may contact Bruce Parris, Western Regional Supervisor at (704) 235-2185, John Walch, Eastern Regional Supervisor at (919) 508-8485 or me at (919) 508-8460. You can view a Branch regional map at <http://portal.ncdenr.org/web/wm/sf/ihs/ihsregmap> to determine if your site lies in the western or eastern region. Those who are interested in reviewing the Superfund Section's files on any of these sites may contact Scott Ross at (919) 508-8475, to schedule an appointment. You may also contact Mr. Ross if you do not have access to the internet and would like to request a copy of the Priority List be mailed to you.

Sincerely,



Charlotte V. Jesneck, Head
Inactive Hazardous Site Branch
Superfund Section

CVJ/slbb(SPLMERGELTR_2010.DOCX)



Martin County, NC



PROPERTY MAP

Disclaimer:
The data provided on this map are prepared for the inventory of real property found within Martin County, NC and are compiled from recorded plats, deeds, and other public records and data. This data is for informational purposes only and should not be substituted for a true title search, property appraisal, survey, or for zoning verification.

Parcel Number: 0503773
Map Number: 5776-06
Owner Name: GILLIAM, VELVORA H
Owner Address: 1935-103 TARA CT
Owner Address2:
Owner City: GREENVILLE
Owner State: NC
Owner Zip: 27858
Location: 617 WASHINGTON ST (LAUNDRY)

Deed Book: K-20
Deed Page: 48
Current Value: 143310
District: C05
Deed Acres: 0
Calc Acres:
Map/Block/Lot: 5776-48-7486
Sale Date: 20041116
Sale Price: 110000
Township: 05



One Inch = 100 Feet

INDEXED
GRANTOR (X) GRANTEE

FILED AND RECORDED IN OFFICE OF
REGISTER OF DEEDS, MARTIN COUNTY,
WILLIAMSTON, N.C. AT 1:55 O'CLOCK
P. M. February 10, 2012
IN BOOK L-24 PAGE 78
TINA P. MANNING BY: [Signature]
REGISTER OF DEEDS Deputy

NORTH CAROLINA
MARTIN COUNTY

LEASE

This LEASE made and entered into this 29 day of SEPT., 2011 by and
between VELVORA H. GILLIAM, hereinafter called the lessor, and HORACE RODGERS and wife
NEDRA H. RODGERS, hereinafter called the lessee;

WITNESSETH

That lessor in consideration of the agreement and covenants hereinafter mentioned to be
fulfilled by the lessee, does hereby lease to the lessee for the period of Eleven (11) years, beginning
August 1, 2011 and ending July 31, 2022 (unless terminated by the prior sale and purchase of the
premises as set out below), that certain premises known as the former Town and County Cleaners
located at 617 Washington Street, Williamston, North Carolina 27892 described in Exhibit A attached,
upon the following terms and conditions:

1. The monthly rental shall be One thousand three hundred dollars (\$1300.00), due and payable in
advance on the seventh day of every month of this lease, except that from August, 2011
through July, 2012 (that is to say the payments which are due during the first year of this lease)
the monthly rental shall be Seven hundred dollars (\$700.00). These premises are leased "as is"
and lessee shall be responsible for whatever improvements are necessary in order to meet
building code and occupancy requirements.
2. If lessee does not elect to purchase under the terms of this contract, all improvements and
repairs upon the premises made by them shall be considered a part of the real estate and taken
as rent in addition to the sum set out above.

2/10/12
L-24/78

Provided all rentals theretofore due have been paid, lessee may at any time during the term of this lease elect to purchase the premises at the sum of One hundred twenty thousand dollars (\$120,000.00) cash; provided that a sum equal to one-half of each monthly rent payment having been paid during the lease term shall in case of such purchase be applied as a credit upon said purchase price.

If and when lessee shall elects to purchase under this contract, lessor will, upon the payment in cash of the balance owed, execute and deliver to lessee a good and sufficient deed, free from encumbrances and with general warranty. Otherwise, the premises will be sold by lessor "as is".

3. Unless otherwise agreed upon, the lessee shall:

- a. Not use the premises for any unlawful or immoral purpose or occupy them in such a way as to cause a nuisance.
- b. Keep the premises, including but not limited to all plumbing fixtures, facilities, and appliances, in a clean and safe condition.
- c. Cause no unsafe or unsanitary condition in the premises.
- d. Comply with any and all obligations imposed upon tenants by applicable building and housing codes.
- e. Dispose of rubbish, garbage and other waste in a clean and safe manner and comply with all applicable ordinances concerning garbage collection, waste and refuse.
- f. Use in a proper and reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appliances furnished as a part of the premises.
- g. Not deliberately or negligently destroy, deface, damage or remove any part of the premises (including all facilities, appliances, and fixtures) or permit any person, known or unknown to the lessee, to do so.


- h. Permit the lessor (and the lessor hereby reserves the right to) to enter the premises during reasonable hours for the purpose of inspecting the premises and the lessee's compliance with the terms of this lease.
 - i. To pay the costs of all utility services to the premises which are billed directly to the lessee and not included as part of the rental, including but not limited to water, electric, telephone and gas services. Specifically, lessee shall be responsible for these expenses.
 - j. Not abandon or vacate the premises. Lessee shall be deemed to have abandoned or vacated the premises if lessee removes substantially all of his possessions.
- 4. No waiver of any breach of any obligation or promise contained herein shall be regarded as a waiver of any future breach of the same or any other obligation or promise.
- 5. If lessee: (i) fails to pay when due any rent, or any other sum of money which lessee is obligated to pay, as provided in this lease; or (ii) breaches any other agreement, covenant or obligation herein set forth and such breach shall continue and not be remedied within fifteen (15) days after the lessor shall have given lessee written notice specifying the breach, or if such breach cannot, with due diligence, be cured within said period of fifteen (15) days and lessee does not within said fifteen (15) days period commence and thereafter with reasonable diligence completely cure the breach within thirty (30) days after notice; or (iii) files (or has filed against it and not stayed or vacated within sixty (60) days after filing) any petition or action for relief under an creditor's law (including bankruptcy, reorganization, or similar action), either in state or federal court; or (iv) makes any transfer in fraud of creditors as defined in Section 548 of the United State Bankruptcy Code (11 U.S.C. 548, as amended or replaced), has a receiver appointed for its assets (and appointment shall not have been stayed or vacated within thirty (30) days), or makes an assignment for the benefit of creditors; then lessee shall be in default hereunder, and, in addition to any other lawful right or remedy which it may

have, lessor may do the following: (i) terminate this lease; (ii) repossess the premises, and with or without terminating, relet the same at such amount as lessor deems reasonable; and if the amount for which the premises is relet is less than lessee's rent and all other obligations of lessee hereunder, the entire amount obtained from such reletting shall belong to lessor, free of any claim of lessee thereto; (iii) seize and hold any personal property of lessee located in the premises and assert against the same a lien for monies due lessor; or (iv) with court authorization, lock the premises and deny lessee access thereto. All reasonable expenses of lessor in repairing, restoring, or altering the premises for reletting, together with leasing fees and all other expenses in seeking and obtaining a new tenant shall be charged to and be a liability of lessee. Lessor's reasonable attorney's fees in pursuing any of the foregoing remedies, or in collecting any rent due by lessee hereunder, shall be paid by lessee. All rights and remedies of lessor are cumulative, and the exercise of any one shall not be an election excluding lessor at any other time from exercise of a different or inconsistent remedy. No exercise by lessor of any right or remedy granted herein shall constitute or effect a termination of this lease unless lessor shall so elect by written notice delivered to tenant.

6. This lease may not be assigned nor sublet without the express written consent of lessor.
7. This lease shall be binding upon the parties hereto, their heirs, executors, administrators and successors.
8. This lease is executed in duplicate originals, and original executed lease being retained by each of the parties hereto.
9. This lease shall be construed in accordance with the laws of North Carolina and constitutes the entire agreement of the parties hereto.

Witness our hands and seals the day and year first above written.

 (SEAL)
VELVORA H. GILLIAM, Lessor

 (SEAL)
HORACE RODGERS, Lessee

 (SEAL)
NEDRA H. RODGERS, Lessee

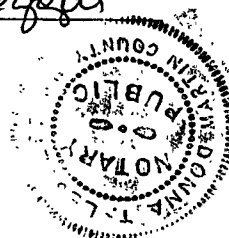
STATE OF NORTH CAROLINA
COUNTY OF MARTIN

I, Donna T. Leggett, a Notary Public for said County and State,
do hereby certify that VELVORA H. GILLIAM personally appeared before me this day and
acknowledged the due execution of the foregoing instrument for the purposes therein
expressed.

Witness my hand and seal, this the 29th day of September, 2011.

Donna T. Leggett
Notary Public

My Commission Expires: Feb. 11, 2013



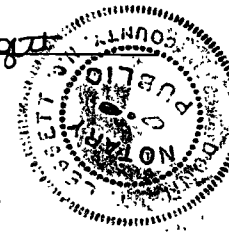
STATE OF NORTH CAROLINA
COUNTY OF MARTIN

I, Donna T. Leggett, a Notary Public for said County and State,
do hereby certify that HORACE RODGERS and NEDRA H. RODGERS personally appeared
before me this day and acknowledged the due execution of the foregoing instrument for the
purposes therein expressed.

Witness my hand and seal, this the 29th day of September, 2011.

Donna T. Leggett
Notary Public

My Commission Expires: Feb. 11, 2013



mail to: Horace Rodgers
2462 Rodgers School Rd.
Williamston, N.C. 27892

\$26.00 rec.


NORTH CAROLINA
MARTIN COUNTY

MEMORANDUM OF
LEASE

Velvora H. Gilliam of 226 Woodard Rd., Windsor, North Carolina 27983 hereby leases to Chebita Andwanise Wallace, 617 Washington Street, Williamston, North Carolina 27892 for a term beginning January 1, 2005 and continuing for a maximum period of ten years, including extensions and renewals, if any, the following property known as 617 Washington Street, Williamston, North Carolina and described in Exhibit A attached hereto.

There exists an option to purchase with respect to this leased property in favor of lessee which expires the 31st day of December, 2014 which is set forth at large in the complete agreement between the parties.

The provisions set forth in a written lease agreement between the parties dated the 14th day of December, 2004 are hereby incorporated in this memorandum.

 (seal)
VELVORA H. GILLIAM, Lessor

 (seal)
CHEBITA ANDWANISE WALLACE, Lessee

12/16/04
L-20/424

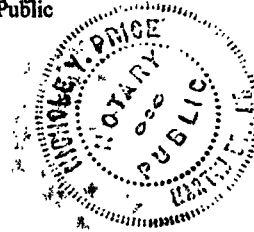
STATE OF NORTH CAROLINA
COUNTY OF MARTIN

I, Nichole Y. Price, a Notary Public for said County and State, do hereby certify that VELVORA H. GILLIAM personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and seal, this the 14 day of December, 2004.

Nichole Y. Price
Notary Public

My Commission Expires: June 29, 2008



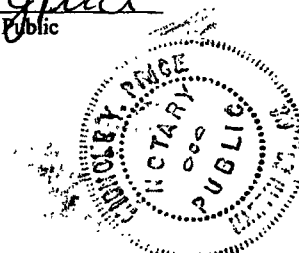
STATE OF NORTH CAROLINA
COUNTY OF MARTIN

I, Nichole Y. Price, a Notary Public for said County and State, do hereby certify that CHEBITA ANDWANISE WALLACE personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and seal, this the 15 day of December, 2004.

Nichole Y. Price
Notary Public

My Commission Expires: June 29, 2008



NORTH CAROLINA, MARTIN COUNTY
The foregoing certificate(s) of

Nichole Y. Price

Notary Public,

is (are) certified to be correct. This instrument was presented for registration and recorded in the office of Register of Deeds, Martin County,

N.C. in Book L-20, Page 424.

This 16 day of December, 20 04, at 10:33 o'clock A. M.

Tim P. Manning, Register of Deeds

By: Chim Buff, Deputy Ass't - Deputy

mail to: Chebita Wallace
2246 Rogers School Rd
Williamston, NC 27892

\$20.00 Rec Rd

EXHIBIT A DESCRIPTION

That certain land on the north side of Washington Street and the east side of Andrews Avenue in the Town of Williamston, Martin County, North Carolina, more particularly described as follows: BEGINNING at an iron pipe located on the north side of Washington Street and the east side of Andrews Avenue, said iron pipe being located 30 feet from the center line of Washington Street; thence along the eastern right of way of Andrews Avenue north 49 deg 16 min west 147.09 feet to a concrete monument; thence north 41 deg 35 min east 123.5 feet to a concrete monument; thence south 47 deg 42 min east 150.28 feet to a concrete monument; thence along the north side of Washington Street south 43 deg 7 min west 119.5 feet to the point of beginning and being lot no. 6A as shown on said map drawn by L.T. Livermon, Jr. and being recorded in Map Book 12 at page 80 of the Martin County Register (PC B Slide 256). This is the same property conveyed to the Harris and Purvis Corporation in deed recorded Book R-12 page 878, Martin County Registry.

Prepared by Daniel A. Manning
Attorney at Law, Williamston, NC

NORTH CAROLINA
MARTIN COUNTY

DEED

THIS DEED, made this the 16th day of November, 2004, by THE HARRIS and PURVIS CORPORATION, a North Carolina Corporation, party of the first part; to VELVORA H. GILLIAM, party of the second part;

WITNESSETH:

That said party of the first part in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable considerations to it in hand paid by the party of the second part, the receipt of which is hereby acknowledged, have bargained and sold and by these presents do bargain, grant, sell and convey to the said party of the second part, her heirs and assigns, the following tract or parcel of land, to-wit:

That certain land on the north side of Washington Street and the east side of Andrews Avenue in the Town of Williamston, Martin County, North Carolina, more particularly described as follows: BEGINNING at an iron pipe located on the north side of Washington Street and the east side of Andrews Avenue, said iron pipe being located 30 feet from the center line of Washington Street; thence along the eastern right of way of Andrews Avenue north 49 deg 16 min west 147.09 feet to a concrete monument; thence north 41 deg 35 min east 123.5 feet to a concrete monument; thence south 47 deg 42 min east 150.28 feet to a concrete monument; thence along the north side of Washington Street south 43 deg 7 min west 119.5 feet to the point of beginning and being lot no. 6A as shown on said map drawn by L.T. Livermon, Jr. and being recorded in Map Book 12 at page 80 of the Martin County Register (PC B Slide 256). This is the same property conveyed to the Harris and Purvis Corporation in deed recorded Book R-12 page 878, Martin County Registry.

TO HAVE AND TO HOLD the aforesaid tracts or parcels of land, and all privileges and appurtenances thereto belonging to the said party of the second part, her heirs and assigns, for her only use and behoof forever.

And the said party of the first part for its self and its successors and assigns, covenant with the said party of the second part, her heirs and assigns, that they are seized of said premises in fee and have the right to convey in fee simple; that the same is free and clear from all encumbrances and that they do hereby forever warrant and will forever defend the title to the same against the claims of all persons whomsoever.

05-03773

TRANSFERRED ASSESSOR

MARTIN COUNTY TAX OFFICE
Taxes paid thru 2004

\$ 220.00 N. C. EXCISE TAX
STAMP ATTACHED AND CANCELLED

11/16/04
K-20/48

IN TESTIMONY WHEREOF, the said party of the first part has hereunto set its hand and seal, this day and year first above written.

THE HARRIS and PURVIS CORPORATION

By: Musell A. Purvis
President

NORTH CAROLINA
MARTIN COUNTY

Gerald S. Purvis Nichole Y. Price Notary Public, certify that
personally came before me this day and acknowledged that
he/she is President of THE HARRIS and PURVIS CORPORATION, a North Carolina Corporation, and
that he/she as President, being authorized to do so, executed the foregoing on behalf of the
corporation.

Witness my hand and official seal, this the 16th day of November
2004.

My Commission Expires: June 29, 2008

Nichole Y. Price
Notary Public

NORTH CAROLINA
MARTIN COUNTY

The foregoing certificate(s) of

Nichole Y. Price

Notary Public, is (are) certified to be correct. This instrument was presented for registration and recorded in the
office of Register of Deeds, Martin County, N. C. in Book K-20 Page 48

This 16 day of November, 2004, at 4:22 o'clock P. M.

Yina P. Manning Register of Deeds
by Louis Stevenson Ass't - Deputy
Deputy

To: Velvora H. Gilliam
226 Woodland Rd.
Windsor, NC 27983

15 GRANTING

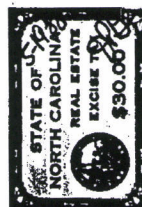
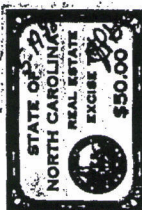
17.00 Rec.
220.00 stamps
237.00 PD

BOOK **R-12** PAGE **878**

PREPARED BY WILLIAM R. PEEL
PEEL AND JAMES, ATTORNEYS
WILLIAMSTON, N. C.

NORTH CAROLINA

MARTIN COUNTY



THIS DEED, made this the 16th day of May, 1988, by FIRST-CITIZENS BANK AND TRUST COMPANY, a North Carolina banking corporation with one of its offices in the Town of Williamston, Martin County and State of North Carolina, party of the first part, to THE HARRIS AND PURVIS CORPORATION, a North Carolina corporation with one of its offices in or near the Town of Williamston, Martin County and State of North Carolina, party of the second part.

W I T N E S S E T H :

That said party of the first part in consideration of the sum of TEN (\$10.00) DOLLARS and other good and valuable considerations to it paid by the party of the second part, the receipt of which is hereby acknowledged, has bargained and sold, and by these presents does grant, bargain, sell and convey to said party of the second part, its successors and assigns, a certain tract or parcel of land in Williamston Township, Martin County, State of North Carolina, and more particularly described as follows, to-wit:

That certain land on the North side of Washington Street and the East side of Andrews Avenue in the Town of Williamston, Martin County, North Carolina, more particularly described as follows: BEGINNING at an iron pipe located on the North side of Washington Street and the East side of Andrews Avenue, said iron pipe being located 30 feet from the center line of Washington Street; thence along the Eastern right of way of Andrews Avenue North 49 degrees 16 minutes West 147.09 feet to a concrete monument; thence North 41 degrees 35 minutes East 123.5 feet to a concrete monument; thence South 47 degrees 42 minutes East 150.28 feet to a concrete monument; thence along the North side of Washington Street South 43 degrees 7 minutes West 119.5 feet to the point of beginning, and being the same lot of land shown on plat thereof entitled "Property of William R. Swain", surveyed and drawn by Ward Leggett under the supervision of Billy R. Leggett, R.L.S., dated February 5, 1980, and being a Proposed Plot Plan drawn from survey by L. T. Livermon, Jr., dated January 15, 1980, and being Lot No. 6A as shown on said map drawn by L. T. Livermon, Jr. and being recorded in Map Book 12 at page 80 of the Martin County Public Registry. This is the same property conveyed to Your Quick-Stop, a partnership, by William R. Swain and wife, Janice G. Swain, and Peggy D. Williams in deed dated March 7, 1980, and recorded in Book S-10, page 569, Martin County Registry.

THIS DEED IS SUBJECT, HOWEVER, to the covenants, restrictions and easements contained in Book G-9, page 73; Book F-9, page 537; Book P-9, page 372; Book R-10, page 232; Book R-10, page 245; Book S-9, page 49; Book S-10, page 575; Book K-9, page 196; and Book Y-10, page 740.

This deed is also subject, however, to the 10 foot planting easement shown on map recorded in Plat Cabinet B, Slide 256, Martin County Public Registry.

MARTIN COUNTY TAX OFFICE

TRANSFERRED ASSESSOR

Taxes pd thru 1987 (RNS)

*\$87.00
STAMP ATTACHED AND C*

*5/18/88
R-12/878*

TO HAVE AND TO HOLD the aforesaid tract or parcel of land, and all privileges and appurtenances thereto belonging, to the said party of the second part, its successors and assigns, to its only use and behoof forever.

And the said party of the first part for itself and its successors and assigns, covenants with said party of the second part, its successors and assigns, that it is seized of said premises in fee, and has right to convey in fee simple; that the same are free and clear from all encumbrances, and that it does hereby forever warrant and will forever defend the said title to the same against the claims of all persons whomsoever.

IN TESTIMONY WHEREOF, the said party of the first part, First-Citizens Bank and Trust Company, has caused these presents to be signed in its name by its Vice-President, and its corporate seal affixed hereto and attested by its Assistant Cashier, all by authority of its Board of Directors duly given, this the day and year first above written.

FIRST-CITIZENS BANK AND TRUST COMPANY

BY:

F. E. Oglesby
F. E. Oglesby, Vice-President

Elsie B. Johnson
Elsie B. Johnson, Assistant Cashier

NORTH CAROLINA

MARTIN COUNTY

Personally appeared before me this day, F. E. Oglesby, who, being by me duly sworn, says that he is Vice-President of FIRST-CITIZENS BANK AND TRUST COMPANY, and Elsie B. Johnson is Assistant Cashier, and that the seal affixed to the foregoing instrument in writing is the corporate seal of the corporation, and that said writing was signed and sealed by him in behalf of the said corporation and attested by the Assistant Cashier by its authority duly given. And the said F. E. Oglesby acknowledges the said writing to be the act and deed of said corporation.

Witness my hand and official seal, this the 16th day of May, 1908.

Delora C. Bowen (Deering)
Notary Public

My Commission Expires: *July 16, 1908*

BOOK R-12 PAGE 880

NORTH CAROLINA

MARTIN COUNTY

The foregoing certificate of Deborah C. Bowen (Dunning)
Notary Public, is certified to be correct.

Filed for registration and recorded on the 18 day of May, 1988, at
3:42 o'clock P. M. in Book R-12, page 878.

Julia E. Manning
Register of Deeds
By: Julia P. Manning, Asst.

Return To:

Peel + James

FILED

SEP 12 1985

UNITED BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF NORTH CAROLINA

PEGGY B. DEANS, CLERK
U. S. BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF N. C.

RE:

GEORGE TURNER HYMAN and
ELEANOR CHANCE HYMAN, d/b/a
YOUR QUICK STOP,
Debtor

Case No. M-84-01218-4

ORDER ALLOWING RELIEF FROM AUTOMATIC STAY

The above-captioned matter came on to be heard by telephonic conference, as provided in the Order filed herein on June 17, 1985, on the 6th day of September, 1985 in Wilson, North Carolina. After a review of the file and consideration of the arguments of counsel for Debtor and counsel for First-Citizens Bank & Trust Company, the following findings were made.

FINDINGS OF FACT

1. That the above-captioned matter is pending in the Eastern District of North Carolina and Richard M. Stearns has been appointed Trustee.
2. That the Movant is a duly scheduled creditor.
3. That for valuable consideration the Debtor executed a note in favor of the Movant in the principal amount of One Hundred Thousand and No/100 Dollars (\$100,000.00) which will have an outstanding balance of Ninety-Eight Thousand Three Hundred Ninety-Two and 20/100 Dollars (\$98,392.20) as of September 10, 1985. That as security for said loan the Movant was granted a first security interest and a certain tract of land more particularly described in Book N-11, at Page 388, Martin County Registry.
4. That the Trustee, Richard M. Stearns, was notified that said telephonic conference was to take place, but his participation in said conference was unnecessary.

19

9/20/85
Y-11/33

5. That the Order filed herein on June 17, 1985 specified in Paragraph 2 of the Conclusions of Law "that so long as the Debtors make their regular monthly payments to the Trustee by the seventh of each month that the creditor will have adequate protection", and further provided that should these payments not be made that the automatic stay was subject to modification.

6. That the Debtor failed to make the regularly scheduled monthly payment for the month of August, and further, that the Debtor represents that he will be unable to make the payment for September until well after the time for said payment pursuant to the above-referenced Order has expired.

7. That because of the failure of the Debtor to make the regular monthly payment for the month of August, and his professed inability to make the September payment in a timely manner, the Movant does not have adequate protection.

CONCLUSIONS OF LAW

1. That this Court has jurisdiction over the parties and the subject matter.

2. That the failure of the Debtor to make the regularly scheduled monthly payment as specified in the Order filed herein on June 17, 1985 has resulted in a lack of adequate protection for the Movant herein.

3. That the automatic stay now in effect should be modified and the Movant may proceed under its security agreement against the collateral that it holds for the debt in question.

BASED UPON THE FOREGOING FINDINGS OF FACT AND CONCLUSIONS OF LAW, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That the automatic stay now in effect is hereby modified so that the Movant may proceed under its security agreement and applicable state law against the collateral that it holds for the debt in question as that certain tract of land more particularly described in Book N-11, at Page 388, Martin County Registry.

2. That if a sale is held pursuant to applicable state law and there are any excess proceeds, then said proceeds shall be paid into this Court pending further orders of this Court.

3. That if any personal property is at issue then the agents and employees of the Movant are hereby allowed to take possession of the said personal property.

Dated: SEP 12 1985

Thomas M. Moore
The Honorable Thomas M. Moore
Bankruptcy Judge

73L0098 (LN)
22ASLL

FILED AND RECORDED IN OFFICE OF
REGISTER OF DEEDS, MARTIN COUNTY
WILLIAMSTON, N. C. AT 11:55 O'CLOCK
A. M. Sept 20 1985
IN BOOK Y-11 PAGE 33
Julius E. Manning
REGISTER OF DEEDS



A True Copy
Peggy B. Deans, Clerk
United States Bankruptcy Court
By: Theresa B. Artis
Deputy Clerk

Return to:

Carol H. Lenoir
Legal Assistant
David L. Smith
Att'y at Law
P.O. Box 967, New Bern N.C. 28560

BOOK N-11 PAGE 388

FIRST-CITIZENS BANK & TRUST COMPANY DEED OF TRUST

STATE OF NORTH CAROLINA
COUNTY OF

THIS INDENTURE, made this 10th day of November, 19 83, by and between

George T. Hyman and wife, Eleanor C. Hyman

, hereinafter

referred to as "Trustor," whether one or more; M. J. McSorley
hereinafter referred to as "Trustee," whether one or more; and FIRST-CITIZENS BANK & TRUST COMPANY, a North
Carolina banking corporation, hereinafter called "Beneficiary";

WITNESSETH:

WHEREAS, Trustor is justly indebted to Beneficiary in the principal sum of One hundred thousand
and no/100

Dollars (\$100,000.00)

as evidenced by a Note of even date herewith, payable with interest as specified therein, at Williamston

North Carolina, or at such other place as the holder thereof from time to time may

designate in writing, said Note being due or having a final payment due on November 10, 19 88; and,
WHEREAS, the property hereinafter described is conveyed herein to secure the payment of the indebtedness, interest, taxes,
charges, assessments, insurance premiums and other obligations of Trustor as herein expressly provided;

NOW, THEREFORE, for and in consideration of the premises and the sum of One Dollar (\$1.00) to Trustor paid by Trustee,
the receipt of which is hereby acknowledged, Trustor has bargained, sold, granted and conveyed, and by these presents does
bargain, sell, grant and convey to Trustee, his heirs, assigns, and successors in trust, all of the following described property, to-wit:

That certain land on the North side of Washington Street and the East side of
Andrews Avenue in the Town of Williamston, Martin County, North Carolina and more particularly
described as follows:

BEGINNING at an iron pipe located on the North side of Washington Street and the East
side of Andrews Avenue, said iron pipe being located 30 feet from the centerline of
Washington Street; thence along the Eastern right of way of Andrews Avenue North 49 degrees
16 minutes West 147.09 feet to a concrete monument; thence North 41 degrees 35 minutes East
123.5 feet to a concrete monument; thence South 47 degrees 42 minutes East 150.28 feet to a
concrete monument; thence along the North side of Washington Street South 43 degrees 7
minutes West 119.5 feet to the point of beginning and being the same lot of land shown on
plat thereof entitled Property of William R. Swain, surveyed and drawn by Ward Leggett
under supervision of Billy R. Leggett, R.L.S., dated February 5, 1980, and being a Proposed
Plot Plan drawn from survey by L. T. Livermon, Jr., dated January 15, 1980 and being Lot No.
6A as shown on said map drawn by L. T. Livermon, Jr. and being recorded in Map Book 12, at
Page 80 of the Martin County Public Registry. This is the same property conveyed to Your
Quick Stop, a partnership, by William R. Swain and wife, Janice G. Swain and Peggy D.
Williams in deed dated March 7, 1980 and recorded in Book 8-10, page 569, Martin County
Registry.

Together with all the buildings, fixtures and improvements thereon, and all rights, easements, hereditaments and appurtenances
thereunto belonging, including all heating, plumbing, ventilating, lighting goods, equipment and other tangible and intangible
property now or hereafter acquired, attached to or reasonably necessary to the use of such premises. COLLATERAL IS OR
INCLUDES FIXTURES.

19-900109 Rev. 4/76

FORECLOSURE MADE UNDER THIS INSTRUMENT ON 11th ON DAY OF Aug., 1986
CONVEYANCE MADE TO FIRST CITIZENS BANK DAY OF Aug., 1986
FOR SUM OF \$ 12,000.00 W. J. McSorley TRUSTEE

11/10/83
N-11/388

For Substitution of Trustee see Book R-11, Page 421

TO HAVE AND TO HOLD the same, with all rights, privileges and appurtenances thereunto belonging, to said Trustee, his heirs, assigns and successors in trust, upon the trust and for the uses and purposes hereinafter set forth, and no other;

AND TRUSTOR covenants to and with Trustee and Beneficiary that Trustor is seized of said premises in fee; that Trustor has the right to convey same in fee simple; that the same are free and clear from all encumbrances and restrictions not specifically mentioned herein; and that Trustor does hereby forever warrant and will forever defend the title to same against the lawful claims of all persons whomsoever;

AND TRUSTOR FURTHER COVENANTS AND AGREES AS FOLLOWS:

1. PAYMENT—To pay the sum or sums specified above and as more particularly provided in the note or notes evidencing same, with interest thereon.

2. TAXES AND CHARGES—To pay, within sixty (60) days after they shall come due and payable, and before any penalty or interest shall be charged thereon, all general and special taxes, charges, and assessments of every kind and nature that may be levied, assessed or be or become a lien on the premises and property herein described, whether the same be for state, county, or city purposes, and to furnish annually to Beneficiary, immediately after payment, certificates or receipts of the proper authorities showing full payment of same.

That in the event of failure of Trustor to pay all of the aforesaid taxes, assessments and charges as hereinabove provided, Beneficiary shall have the option to advance the necessary funds to pay said taxes, assessments and charges; and all amounts so expended by Beneficiary for taxes, charges and assessments, as herein provided, shall be charged hereunder as principal money secured by this Deed of Trust and shall bear interest at the same rate as the principal indebtedness secured hereby, payable upon demand or otherwise as Beneficiary may determine. After any such advances are made, Beneficiary may apply any funds received hereunder to principal, advances or interest as Beneficiary may determine and Beneficiary will not be held to have waived any rights accruing to Beneficiary by the payment of any sum hereunder and particularly the right to declare this Deed of Trust in default by the reason of failure of performance of this condition or the non-payment of the indebtedness secured.

3. INSURANCE—To secure, maintain and keep in force with an insurance company or companies approved by Beneficiary an insurance policy or policies providing fire, extended coverage, malicious mischief and vandalism coverage and such other insurance as may be required by Beneficiary from time to time upon the buildings, fixtures and improvements now or hereafter situate upon the premises in an amount equal to the maximum insurable value of same or such amount as shall be approved by Beneficiary, whichever shall be the lesser sum; and to keep the policy or policies therefor constantly assigned and delivered to Beneficiary with subrogation clauses satisfactory to Beneficiary providing the right and power in Beneficiary to demand, receive and collect any and all money becoming payable thereunder and to apply same toward the payment of the indebtedness hereby secured, unless the same is otherwise paid.

That in the event of failure of Trustor to pay all of the aforesaid insurance premiums, as hereinabove provided, Beneficiary shall have the option to advance the necessary funds to pay said insurance premiums, and all amounts so expended by Beneficiary for insurance premiums, as herein provided, shall be charged hereunder as principal money secured by this Deed of Trust and shall bear interest at the same rate as the principal indebtedness secured hereby, payable upon demand or otherwise as Beneficiary may determine. After any such advances are made, Beneficiary may apply any funds received hereunder to principal, advances or interest as Beneficiary may determine and Beneficiary will not be held to have waived any rights accruing to Beneficiary by the payment of any sum hereunder and particularly the right to declare this Deed of Trust in default by the reason of failure of performance of this condition or the non-payment of the indebtedness secured.

4. REPAIRS—To keep all buildings and improvements now or hereafter situate upon the premises in good order and repair, to comply with all governmental requirements respecting the premises or their use, and to neither commit nor permit any waste, nor to alter, add to or remove any of said buildings or improvements without the written consent of Beneficiary.

5. TITLE DEFECTS—To pay to Beneficiary any and all sums, including costs, expenses, and reasonable attorneys' fees, which Beneficiary may incur or expend in any proceeding, legal or otherwise, which Beneficiary shall deem necessary to sustain the lien of this Deed of Trust or its priority.

6. ACCELERATION—That in the event (a) Trustor shall default in any respect in the performance of any one or more covenants, conditions, or agreements specified herein; or, (b) for any reason Trustor's covenant to pay all taxes specified above shall be or become legally inoperative or unenforceable in any particular; or, (c) for any reason Trustor shall fail to provide and maintain the necessary insurance as hereinabove required; or, (d) any lien, charge, or encumbrance prior to or affecting the validity of this Deed of Trust be found to exist, or proceedings be instituted to enforce any lien, charge or encumbrance against any of said premises; or, (e) the removal or demolition of any of the buildings or improvements now or hereafter situate upon the premises is threatened; or, (f) Trustor be declared bankrupt or insolvent, or abandon the premises; or (g) for any reason Trustor shall default in any respect in the performance of any one or more of the covenants, agreements or conditions specified herein; then upon the occurrence of any such event, the entire balance of the principal, advances and interest, shall become due and payable immediately at the option of Beneficiary, and neither the advance of funds by Beneficiary under any of the terms and provisions hereof nor the failure of Beneficiary to exercise promptly any right to declare the maturity of the debt under any of the foregoing conditions shall operate as a waiver of Beneficiary's right to exercise such option thereafter as to any past or current default.

7. CASUALTY LOSS OR CONDEMNATION—In the event of any loss covered by insurance assigned to Beneficiary hereunder, or in the event that the premises hereby conveyed, or any part thereof, shall be condemned and taken under power of eminent domain, Trustor shall give immediate written notice to Beneficiary and Beneficiary shall have the right to receive and collect any proceeds of such insurance and all damages awarded by reason of such taking, and the right to such proceeds and damages is hereby assigned to Beneficiary who shall have the discretion to apply the amount so received, or any part thereof, toward the principal indebtedness due hereunder or toward the alteration, repair or restoration of the premises by Trustor.

8. ASSIGNMENT OF RENTS—Trustor hereby assigns to Beneficiary any and all rents or emoluments from the premises herein described and, in the event of any default hereunder, Trustor hereby authorizes Beneficiary or Beneficiary's agents to enter upon and take possession of the premises or any part thereof, to rent same for the account of Trustor at any rent satisfactory to Beneficiary, to deduct from such rents or emoluments received all necessary and reasonable costs and expenses of collection and administration, and to apply the remainder on account of the indebtedness hereby secured.

9. APPOINTMENT OF RECEIVER—Beneficiary, immediately upon default herein, or upon proceedings being commenced for the foreclosure of this Deed of Trust, may apply ex parte for and as a matter of right be entitled to the appointment of a receiver of the rents and emoluments of the premises, without notice, and without reference to the value of the premises or the solvency of any persons or entities liable hereunder.

10. SUBSTITUTION OF TRUSTEE—Beneficiary and the successors or assigns of same are hereby authorized and empowered at any time or times hereafter, at Beneficiary's sole option, without notice and without specifying any reason for such action, to remove any Trustee or successor hereunder, and in such event or in the event of the death, resignation or other incapacity of any Trustee, to appoint a successor in his place by an instrument duly recorded in the office of the Register of Deeds of the County in which this Deed of Trust is recorded and such substitute Trustee or Trustees shall thereupon become vested with all the rights, powers, duties and obligations herein conferred upon the Trustee: it being expressly understood that the rights and powers herein conferred shall be in addition to, and not in derogation of, any other rights, powers and privileges under then existing law with reference to the substitution of Trustees.

BOOK N-11 PAGE 398

11. ADVANCES—Beneficiary and the successors or assigns of same, upon default of Trustor in any respect in the performance of any one or more of the covenants or agreements specified herein, may perform, at its option, such defaulted covenant or agreement and may advance such funds as it may deem necessary for this purpose, and all such advances and other funds expended by Beneficiary under the terms and provisions hereof shall be payable upon demand or otherwise as Beneficiary shall determine, shall bear interest at the maximum lawful rate until repaid, and shall be secured by this Deed of Trust and any other security interest given to secure the loan secured by this Deed of Trust. After any such advances are made, Beneficiary may apply any funds received hereunder to principal, advances or interest as it, in its sole discretion, may determine.

12. CONVEYANCE—DEFAULT—In the event Trustor conveys to any other party an interest in said premises or any part thereof without the prior written consent of Beneficiary or its successors or in the event Trustor shall sell or otherwise dispose of the said premises or any part thereof without the prior written consent of Beneficiary, Beneficiary at its election may declare the entire indebtedness hereby secured to be immediately due and payable, without notice to Trustor or its successor, which notice said Trustor and any successor to Trustor in interest hereby expressly waives, and upon such declaration the entire indebtedness hereby secured shall be immediately due and payable, anything herein or in the said promissory note to the contrary notwithstanding.

13. CROSS DEFAULT—In the event of default by Trustor in the performance (1) of Trustor's obligations under this deed of trust, (2) of any other obligation of Trustor to the holder of the note secured by this deed of trust, whether at the same branch or otherwise, (3) of default or failure to perform any of the conditions or covenants of the note secured by said deed of trust or any security agreement given to secure said note, such default may be deemed, at the option of the holder of the note secured by this deed of trust, a default in all indebtedness due said holder and the whole sum of the principal and interest of the debt evidenced by the note secured by this deed of trust and all of the other indebtedness due to holder by Trustor shall, at the option of the holder of the said note, become due and payable immediately, and this deed of trust and all other security interest for the benefit of or held by the holder may be foreclosed at once.

14. TERMS—The term "Trustor" as used herein shall include, jointly and severally, all parties hereinbefore named as "Trustor," whether one or more and whether individual, corporate or otherwise, and their heirs, legal representatives and assigns, and any subsequent owners of the property hereby conveyed, and the term "Beneficiary" as used herein shall include any lawful owner or holder of the indebtedness secured hereby whether one or more.

BUT THIS CONVEYANCE IS MADE UPON THIS SPECIAL TRUST that if Trustor shall pay or cause to be paid to Beneficiary the aforesaid indebtedness in accordance with the terms and conditions of the note or notes evidencing the same, and at the time and place therein mentioned for the payment thereof, together with all interest thereon and all taxes, charges, assessments and any premiums for insurance hereby secured, as hereinabove expressly agreed, and shall perform and observe all the covenants, conditions and agreements herein, then and in that event this Deed of Trust shall become null and void and shall be cancelled or released of record.

BUT IF DEFAULT shall occur in the payment of said indebtedness, interest or any part of either, or any note or bond given in renewal in whole or in part thereof, or of any taxes, charges, assessments or insurance premiums, or other default as hereinabove provided, or by reason of the failure of Trustor to perform and observe each and every covenant, condition and agreement specified in this Deed of Trust, then in all or any of said events, the full principal sum, advances and interest thereon, at the option of Beneficiary as hereinabove provided, shall become immediately due and payable without further notice, and it shall be lawful for and upon the request of Beneficiary, it shall become the duty of Trustee hereby authorized, empowered and directed, to advertise and sell under this Deed of Trust the land and property herein described, at public sale, to the highest bidder for cash and in one or more parcels, after first giving such notice of hearing as to commencement of foreclosure proceedings and obtaining such findings or leave of court as then may be required by applicable law, and thereafter giving such notice and advertising of the time and place of such sale in such manner as then may be required by applicable law; and upon such sale and any resales in accordance with the law then relating to foreclosure proceedings, and upon collection of the purchase money arising therefrom, to make and deliver to the purchaser or purchasers, their heirs, successors or assigns, a proper deed or deeds therefor, and to pay from the proceeds arising from such sale: first, all costs and expenses incident to said sale, including as compensation for his services an amount equal to five per cent (5%) of the gross proceeds of such sale or \$150 whichever is greater, together with reasonable attorneys' fees for legal services actually performed; second, all taxes or assessments then constituting a lien against said premises other than those advertised and sold subject to; third, the unpaid principal, interest, and such sums advanced by Beneficiary as herein provided; and fourth, the balance to Trustor or such other person entitled thereto, or to the Clerk of Court of the County in which said foreclosure proceedings were instituted, or as then may be authorized or directed by applicable law.

It is further provided that in the event foreclosure is terminated upon the request of Trustor prior to delivery of the deed of Trustee as aforesaid, Trustor shall pay unto Trustee all costs and expenses incident to said foreclosure, including as compensation for his services an amount equal to 50 per cent of the compensation to which he would have been entitled upon delivery of the deed as aforesaid if such termination is prior to any hearing then required by applicable law; 75 per cent of such amount if such termination is after such hearing but before any sale hereunder; and the full amount if such termination is at any time after such sale; together with reasonable attorneys' fees for legal services actually performed to the date of such termination and reasonable attorneys' fees, if any, as provided in the evidence of indebtedness secured by this Deed of Trust.

It is further provided that the compensation herein allowed to Trustee shall constitute a lien on said property immediately upon request of sale as aforesaid, and that said Trustee shall suffer no liability by virtue of Trustee's acceptance of this trust, except such as may be incurred by Trustee's failure to advertise and sell said property if so requested or a failure to account for the proceeds thereof.

The covenants herein contained shall bind and the benefits and advantages shall inure to the respective heirs, executors, administrators, successors or assigns of the parties hereto.

IN TESTIMONY WHEREOF, Trustor has caused this instrument to be executed in its corporate name by its _____ President, attested by its _____ Secretary, and its corporate seal to be hereto affixed, all by order of its Board of Directors duly given, the day and year first above written.

IN TESTIMONY WHEREOF, each Trustor has hereto set his hand and adopted as his seal the word "SEAL" appearing beside his name, the day and year first above written.

George M. Hyman (SEAL)
Eleanor C. Hyman (SEAL)
GEORGE M. HYMAN
ELEANOR C. HYMAN

Name of Corporation
By: _____

President
ATTEST: _____

Secretary

(SEAL)

(SEAL)

STATE OF NORTH CAROLINA
COUNTY OF Martin

BOOK N-11 PAGE 391

I, F.E. OGLESBY, a Notary Public in and for said County and State, do hereby certify that George T. Hyman and wife, Eleanor G. Hyman personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal, this 10 day of November, 19 83

[Signature]

Notary Public

My Commission expires: 7-19-85

STATE OF NORTH CAROLINA
COUNTY OF

I, _____, a Notary Public in and for said County and State, do hereby certify that on the _____ day of _____, 19 _____, before me personally came _____ with whom I am personally acquainted, who, being by me duly sworn, says that _____ is the _____ President and that _____ is the _____ Secretary of _____ the corporation described in and which executed the foregoing instrument; that he knows the common seal of said corporation; that the seal affixed to the foregoing instrument is said common seal; and that the name of the corporation was subscribed thereto by said _____ President, and that said _____ President and _____ Secretary subscribed their names thereto, and said common seal was affixed, all by order of the Board of Directors of said corporation; and that said instrument is the act and deed of said corporation.

WITNESS my hand and notarial seal, this _____ day of _____, 19 _____

Notary Public

My Commission expires:

STATE OF NORTH CAROLINA
COUNTY OF

The foregoing certificate of F. E. Oglesby, a Notary Public of the County of Martin, State of North Carolina, is certified to be correct. This instrument was presented for registration this day and hour and duly recorded in the office of the Register of Deeds of Martin County, North Carolina, in Book N-11, at Page 388.

This 10 day of November, 19 83, at 11:15 o'clock A. M.

[Signature]

Register of Deeds

INDEXED
(4) GRANT

Mail to First-Citizens Bank and Trust Company
Williamston
Mortgage No. _____, North Carolina

NORTH CAROLINA DEED OF TRUST

George T. Hyman and wife, Eleanor
C. Hyman

to
M. J. McSorley Trustee
For

First-Citizens Bank and Trust Company

Amount \$ 100,000.00 Date 11-10-83
Premises: 617 Washington St.
Williamston, N.C.

Filed for registration on the 10 day of November, 1983, at 11:15 o'clock A. M., and registered in the office of the Register of Deeds for Martin County, N. C., this 10 day of November, 1983, at 11:15 o'clock, A. M. in Deed of Trust Book N-11, at page 388, et seq.
[Signature]
Register of Deeds.

189.50 pd
First-Citizens Bank & T.C.
Williamston, N.C. 27897

BOOK 5-10 PAGE 382

Prepared by Daniel A. Manning, Attorney at
Law, Williamston, N.C.

WILLIAMSTON, NORTH CAROLINA

MARTIN COUNTY

THIS DEED, made and entered into this 7th day of March, 1980 between the Williamston Housing Authority of the City of Williamston, hereinafter referred to as the Local Public Agency of the City of Williamston, of Martin County, North Carolina, and William R. Swain and Peggy D. Williams, a partnership, hereinafter referred to as the Purchasers.

WITNESSETH: That the Local Public Agency, for and in consideration of the sum of SIXTEEN THOUSAND ONE HUNDRED TEN AND NO/100 DOLLARS (\$16,110.00) and other valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to the Purchasers, the following real estate, described as follows:

That certain lot or parcel of land in the Town of Williamston, Martin County, North Carolina adjoining the northerly edge of Washington Street and being lot 6A as shown on a map by L.T. Livermon dated January 18, 1980 and recorded in Map Book 12, page 80, Martin County Registry, reference to which is made herein for a more definite description.

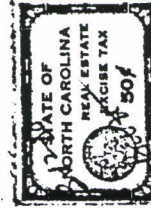
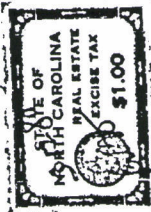
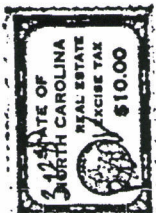
This conveyance is made subject to the following easements and covenants, restrictions and reservations which are hereby made and declared covenants running with the land, to-wit:

A. The covenants running with the land set forth and particularized in the Local Public Agency's Protective Covenants, dated November 9, 1975 and recorded in Deed Book P-9, page 372 in the offices of the Register of Deeds of Martin County, North Carolina.

B. Purchasers shall commence work on the improvements not later than one hundred twenty days (120) from the date of this instrument and shall diligently prosecute such, and shall complete the improvements within 365 consecutive calendar days from the date of this instrument.

C. Promptly after completion of the improvements in accordance with the approved plans and provisions of this instrument, the Local Public Agency shall furnish the Purchasers an appropriate instrument certifying to the satisfactory completion of the improvements. Such certification shall be in a form recordable in the Office of the Register of Deeds of Martin County.

D. The Purchasers agree for themselves, their heirs and assigns, to or of the property or any part thereof, that the Purchasers and such heirs, or assigns, shall comply with the terms and conditions of contract for sale of land for private development Parts I and II, Part I recorded in Book S-9,



A 16-50 ... C. LUCASE TAX
... ATTACHED AND CANCELLED

TO THROUGH TAX OFFICE

3/10/80
5-10/382

BOOK 5-10 PAGE 383

page 49 and Part II recorded in Book 5-10, Page 344, Martin County Registry.

2. Special Covenants:

A. Sidewalk, planting and utility easements as shown on the above map referred to in the above description.

TO HAVE AND TO HOLD said bargained premises unto the Purchasers, together with all singular the rights, members and appurtenances thereof to the same in any manner belonging or appertaining to the only proper use and behoof of the Purchasers forever, in FEE SIMPLE.

And the Local Public Agency will warrant and forever defend the right and title thereof in the Purchasers against the claims of all persons whomsoever.

IN TESTIMONY WHEREOF, the Local Public Agency has executed and delivered these presents, under its seal, the day and year first above written.

WILLIAMSTON HOUSING AUTHORITY

BY: [Signature] (SEAL)
CHAIRMAN



ATTEST: [Signature] (SEAL)
SECRETARY

NORTH CAROLINA
MARTIN COUNTY

This is to certify that on the 7th day of Mar, 1980 before me personally came M. Henry Leggett, Jr. with whom I am personally acquainted, who, being by me duly sworn, says that David R. Davis, Jr. is Chairman, and he, M. Henry Leggett, Jr. is the Secretary of the Williamston Housing Authority, Williamston, North Carolina, the corporation described in and which executed the foregoing instrument; that he knows the common seal of said corporation; that the seal affixed to the foregoing instrument is said common seal, and that said Chairman and Secretary subscribed their names thereto and said common seal was affixed all by order of the Commissioners of the Williamston Housing Authority and that the said instrument is the act and deed of the Williamston Housing Authority.

Witness my hand and official seal, this 7th day of Mar, 1980.

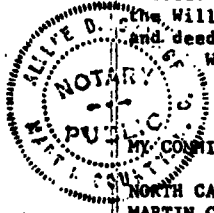
[Signature]
NOTARY PUBLIC

MY COMMISSION EXPIRES: 10/23/1984

NORTH CAROLINA
MARTIN COUNTY

The foregoing or annexed certificate of [Signature] Notary Public is certified to be correct. This instrument filed for registration and recorded on this the 10 day of March, 1980 at 12:31 o'clock P..m. in Book 510, Page 382.

REGISTER OF DEEDS [Signature]
BY: [Signature], Deputy



BOOK 5-10 569

This Deed prepared by J. Melvin Bowen, of
Curganus & Bowen, Attorneys.

NORTH CAROLINA

MARTIN COUNTY

THIS DEED, made this the 7 day of March, 1980, by William R. Swain and wife, Janice G. Swain, and Peggy D. Williams, all of Martin County, North Carolina, parties of the first part, to Your Quick-Stop, a partnership composed of William R. Swain and Peggy D. Williams, party of the second part.

WITNESSETH:

THAT said parties of the first part in consideration of the sum of SIXTEEN THOUSAND ONE HUNDRED TEN AND NO/100 DOLLARS (\$16,110.00) and other valuable considerations to them paid by the party of the second part, the receipt of which is hereby acknowledged, have bargained and sold, and by these presents, do bargain, sell, grant, and convey to said party of the second part, its successors and assigns, the following described real estate, to-wit:

That certain lot or parcel of land in the Town of Williamston, Martin County, North Carolina, adjoining the Northerly edge of Washington Street and being Lot 6A as shown on a map by L. T. Livermon dated January 18, 1980, and recorded in Map Book 12, Page 80, Martin County Registry, reference to which is made herein for a more definite description. Being the same lot of land shown in deed from Williamston Housing Authority to William R. Swain and Peggy D. Williams, dated March 7, 1980, and recorded in Book 8-10, Page 382, of the Martin County Public Registry.

This conveyance is made subject to the easements and covenants, restrictions, and reservations which are hereby made and declared covenants running with the land as shown in deed from Williamston Housing Authority to William R. Swain and Peggy D. Williams, dated March 7, 1980, and recorded in Book 8-10, Page 382, of the Martin County Public Registry, and Book 510, Page 575, Martin County Registry.

TO HAVE AND TO HOLD the aforesaid tract or parcel of land, and all privileges and appurtenance thereto belonging, to the said party of the second part, its successors and assigns, to its only use and behoof forever.

AND the said parties of the first part for themselves and their heirs, executors, and administrators covenant with said party of the second part, its successors and assigns, that they are seized of said premises in fee, and have right to convey in fee simple; that the same are free and clear from all encumbrances, and that they do hereby forever warrant and will forever defend the said title to the same against the claims of all persons whomsoever.

IN TESTIMONY WHEREOF, the said parties of the first part have hereunto set their hands and seals, the day and year first above written.

CLEARED THROUGH TAX OFFICE

William R. Swain (SEAL)
William R. Swain

Janice G. Swain (SEAL)
Janice G. Swain

Peggy D. Williams (SEAL)
Peggy D. Williams

3/17/80
5-10/569

BOOK 5-10 PAGE 570

NORTH CAROLINA

MARTIN COUNTY

I, Kay B. Hanley, Notary Public, do hereby certify that William R. Swain and wife, Janice G. Swain, and Peggy D. Williams personally appeared before me this day and acknowledged the due execution of the annexed deed of conveyance.

Witness my hand and notarial seal, this 17 day of March, 1980.



Kay B. Hanley
Notary Public

My Commission Expires: 9-4-80

NORTH CAROLINA

MARTIN COUNTY

The foregoing certificate of Kay B. Hanley
Notary Public, is certified to be correct.

Filed for registration and recorded on the 17 day of March
1980, at 4:55 o'clock P. M. in Book 5-10, Page 569

Julius E. Manning
Register of Deeds
By Myrle R. French
Deputy

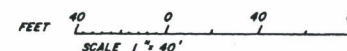
LOT 6A AND 6B
DISPOSITION MAP

OF

WASHINGTON STREET
NEIGHBORHOOD DEVELOPMENT
PROGRAM
REDEVELOPMENT COMMISSION

OF THE

TOWN OF WILLIAMSTON
WILLIAMSTON TOWNSHIP
MARTIN COUNTY
NORTH CAROLINA



I, L.T. LIVERMON, JR., HEREBY CERTIFY THAT THIS MAP WAS PREPARED UNDER MY SUPERVISION FROM A SURVEY BY ME. THAT THE ERROR OF CLOSURE AS CALCULATED BY LATITUDES AND DEPARTURES IS 1:5739.25. THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 47-30, AS AMENDED. WITNESS MY HAND AND SEAL THIS 18 JAN. 1980.

L.T. Livermon, Jr.
L.T. LIVERMON, JR., P/L.S. 4-92

BERTIE CO. - NORTH CAROLINA

I, NANCY B. LIVERMON, A NOTARY PUBLIC OF BERTIE CO., N.C., HEREBY CERTIFY THAT L.T. LIVERMON, JR., A SURVEYOR, PERSONALLY APPEARED BEFORE ME THIS DATE, AND DULY SUBSCRIBED AND MADE OATH TO AND ACKNOWLEDGED THE DUE EXECUTION BY HIM OF THE FOREGOING AFFIDAVIT FOR THE PURPOSES THEREIN EXPRESSED. WITNESS MY HAND AND SEAL THIS 18 JAN., 1980.

MY COMMISSION EXPIRES 5 APR., 1981.

Nancy B. Livermon
NANCY B. LIVERMON, NOTARY PUBLIC

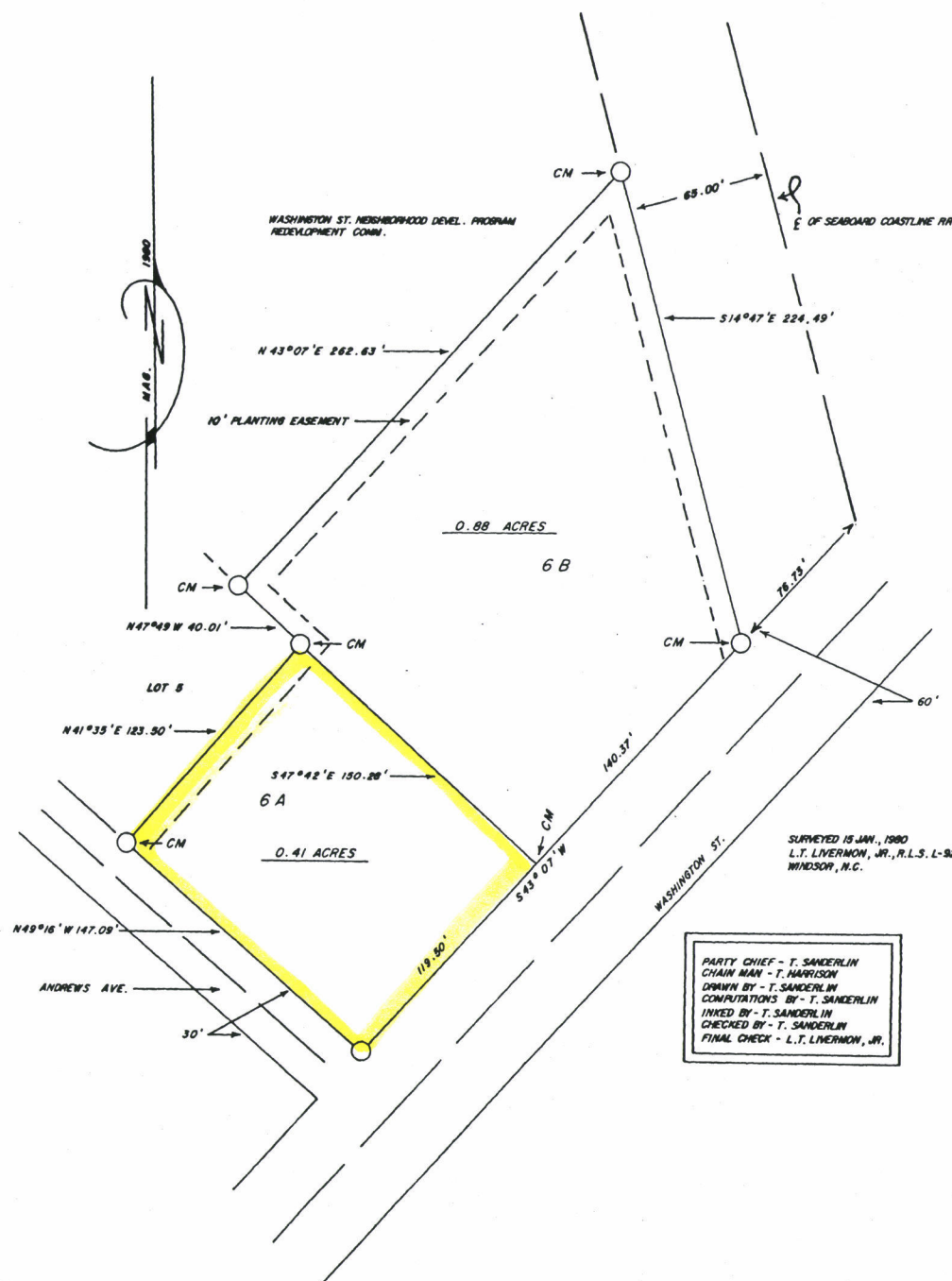
MARTIN CO. - NORTH CAROLINA

THE FOREGOING CERTIFICATE OF NANCY B. LIVERMON, NOTARY PUBLIC, IS CERTIFIED TO BE CORRECT. THIS INSTRUMENT WAS PRESENTED FOR REGISTRATION AND RECORDED IN THIS OFFICE AT MAP BOOK 12, PAGE 46, THIS 21 DAY OF JULY, 19 42, AT 2:00 O'CLOCK, P M.

BY: Barbara Ann Holliday Holloman
REGISTER OF DEEDS

PARTY CHIEF - T. SANDERLIN
CHAIN MAN - T. HARRISON
DRAWN BY - T. SANDERLIN
COMPUTATIONS BY - T. SANDERLIN
INKED BY - T. SANDERLIN
CHECKED BY - T. SANDERLIN
FINAL CHECK - L. T. LIVERMON, JR.



SURVEYED 15 JAN., 1980
L.T. LIVERMON, JR., R.L.S. L-921
WINDSOR, N.C.



[Home](#)[Government](#)[Departments](#)[Citizen Services](#)[Find It Here](#)

Tax Search

Overview and Pay	View / Print Bill	View / Print Receipt	Address Change
----------------------------------	-----------------------------------	--------------------------------------	--------------------------------

GILLIAM, VELVORA H 1935-103 TARA CT GREENVILLE, NC 27858 Date Due: 9/1/2012 Base Amount Due: \$1,122.18 Interest: \$0.00 Original Bill Owner: GILLIAM, VELVORA H	Tax Year: 2012 Bill Number: 20004851 Account Number: 24245 Property ID: 0503773 Payment Status: Unpaid Paid Date: N/A Paid Amount: \$0.00 Interest Paid: \$0.00 Balance Due: \$1 122 18 Description: 617 WASHINGTON ST (LAUNDRY)	 
---	--	--

Code	Description	Rate	Amount	Adj Amount	Paid Amount	Last Activity Date
G01	GENERAL COUNTY TAX	0.670	960.18	0.00	0.00	N/A
SW1	GARBAGE PICKUP	162.000	162.00	0.00	0 00	N/A

© Copyright Martin County, North Carolina 2012
305 East Main Street, Williamston, NC 27892
Phone (252)789-4300 | Fax (252)789-4309

[Home](#) | [Government](#) | [Departments](#) | [Citizen Services](#) | [Find It Here](#) | [Search & Pay Taxes](#) | [Martin County GIS](#) | [Online Deeds](#) | [County Directory](#) | [Agenda and Minutes](#)

Martin County Register of Deeds Land Index

Printed from the Internet

Name or Business	Series Given Name	Reverse Party Description	File Date	Type	Book	Page	Instrument
GILLIAM	2	VELVORA H ANNIE HARRIS WILLIAMSTON TS	12/19/2002	DEED	0X-18	0775	0004084
GILLIAM	2	VELVORA H HARRIS & PURVIS CORPORATION TOWN OF WILLIAMSTON	11/16/2004	DEED	0K-20	0048	0003437
GILLIAM	1	VELVORA H REGINA W PEELE, TR TOWN OF WILLIAMSTON	11/16/2004	DT	0K-20	0050	0003438
GILLIAM	1	VELVORA H MILLENNIA COMMUNITY BANK	11/16/2004	ASIGN	0K-20	0061	0003439
GILLIAM	1	VELVORA H CHEBITA ANDWANISE WALLACE TOWN OF WMSTON	12/16/2004	MEMO LEASE	0L-20	0424	0003751
GILLIAM	2	VELVORA H CHEBITA ANDWANISE WALLACE TOWN OF WMSTON	12/16/2004	MEMO LEASE	0L-20	0424	00A3751
GILLIAM	2	VELVORA H ANNIE LEE HARRIS POWER OF ATTY	3/15/2005	POA	0P-20	0626	0000792
GILLIAM	1	VELVORA H CARLA HARRIS LEE POWER OF ATTY	3/15/2005	POA	0P-20	0629	0000793
GILLIAM	1	VELVORA H HORACE RODGERS	2/10/2012	LEASE	0M-24	0078	0000324
GILLIAM	2	VELVORA H NEDRA H RODGERS	2/10/2012	LEASE	0M-24	0078	0000324
GILLIAMS	1	EVELYN ROLAND ANTHONY SHORT WILLIAMSTON TS	2/28/2003	QC DEED	0B-19	0956	0000765

MARTIN COUNTY TAX COLLECTOR
PO BOX 664
WILLIAMSTON NC 27892-0664

RETURN SERVICE REQUESTED



Martin County Property Tax Notice

2011

*****SNGLP

1532780 4258-PTN 1580 1 2

RODGERS, HORACE
2358 RODGERS SCHOOL RD
WILLIAMSTON NC 27892-8249



DUE DATE: Property taxes are due and payable September 1, 2011. Martin County has discontinued offering a discount. See reverse side for additional information. Taxes become delinquent on January 6, 2012 and interest will begin at the rate of 2% for January, and accumulate at 3/4% monthly until balance is paid.

ESCROW/MORTGAGE ACCOUNTS: This is a copy of your bill for your records. If a number appears in the escrow box, a copy of your bill has been sent to your mortgage company; however, the property owner is responsible for ensuring full payment of this property tax obligation.

Refer to back of this notice for Important Information.

Account #	Bill Date	Due Date	YEAR	Bill Number	Property ID	PIN Number
1735	08/01/2011	09/01/2011	2011	20012415	04-00251	5774-25-0471
Escrow	Real Estate Value	Deferred Value	Exempt Value	Personal Value	Net Taxable Value	
	11,800				11,800	
Acres	Property Description			Property Location		
6.00	J W ROGERS VAC S/S S			1116 W J ROGERS VAC S/S SR		
Personal Property		Tax Value		Tax Description		Amount
				BG FIRE COUNTY		5.31
						79.06
				Late List Penalty		0.00
				Payments/Credits		0.00
				Prior Years Tax & Interest		292.77
				Interest Increases Monthly		
				Discount IF Applicable		0.00
				Interest through		08/31/2011
				Discounted Amount thru 8/31/2011		PAY This AFTER 8/31/2011
				\$377.14		\$377.14

APPEALS OF PERSONAL PROPERTY: If personal property values were not printed on your January listing form and you have not received a separate assessment notice, you may appeal the personal property value by contacting the Tax Assessor within 30 days of the billing date of this bill.

NO DISCOUNT ALLOWABLE AFTER AUGUST 31

* Does NOT include September interest on delinquent taxes



PLEASE RETURN THIS PORTION WITH PAYMENT

North Carolina General Statute 105-357 provides a penalty of \$25.00 or ten percent (10%) of the amount of check, whichever is greater, for insufficient funds or non-existence of an account.

Account #	Bill Date	Due Date	YEAR	Bill Number	Property ID	PIN Number
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Discounted Amount thru 8/31/2011					PAY This AFTER 8/31/2011	
\$377.14					\$377.14	

Check if Receipt is Required ☐

NO DISCOUNT ALLOWABLE AFTER AUGUST 31

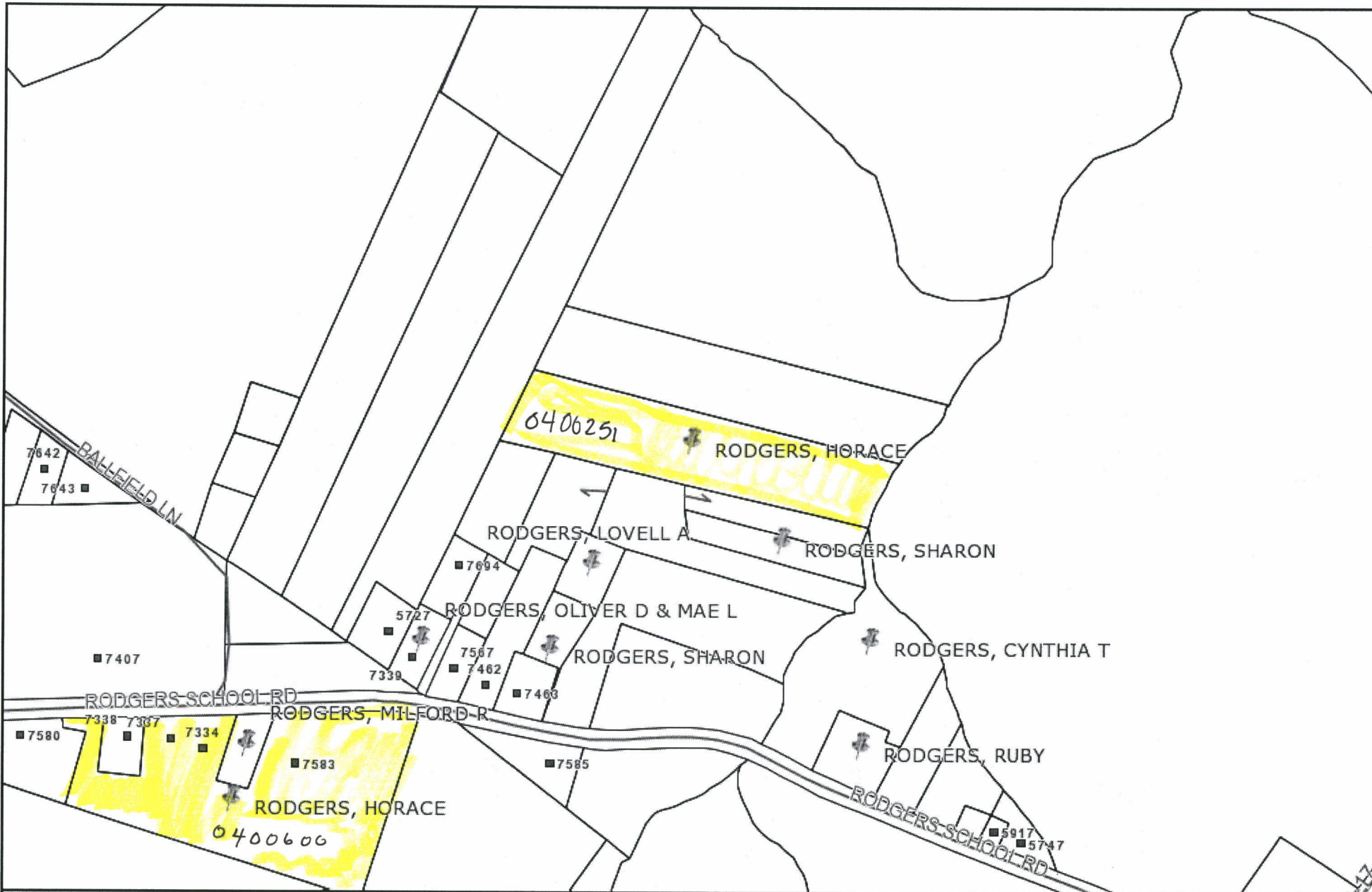
PLEASE mark any changes of address below.

Make Check Payable and Remit To:

RODGERS, HORACE
2358 RODGERS SCHOOL RD
WILLIAMSTON NC 27892-8249

MARTIN COUNTY TAX COLLECTOR
PO BOX 664
WILLIAMSTON NC 27892-0664





Martin County, NC



PROPERTY MAP

Disclaimer:

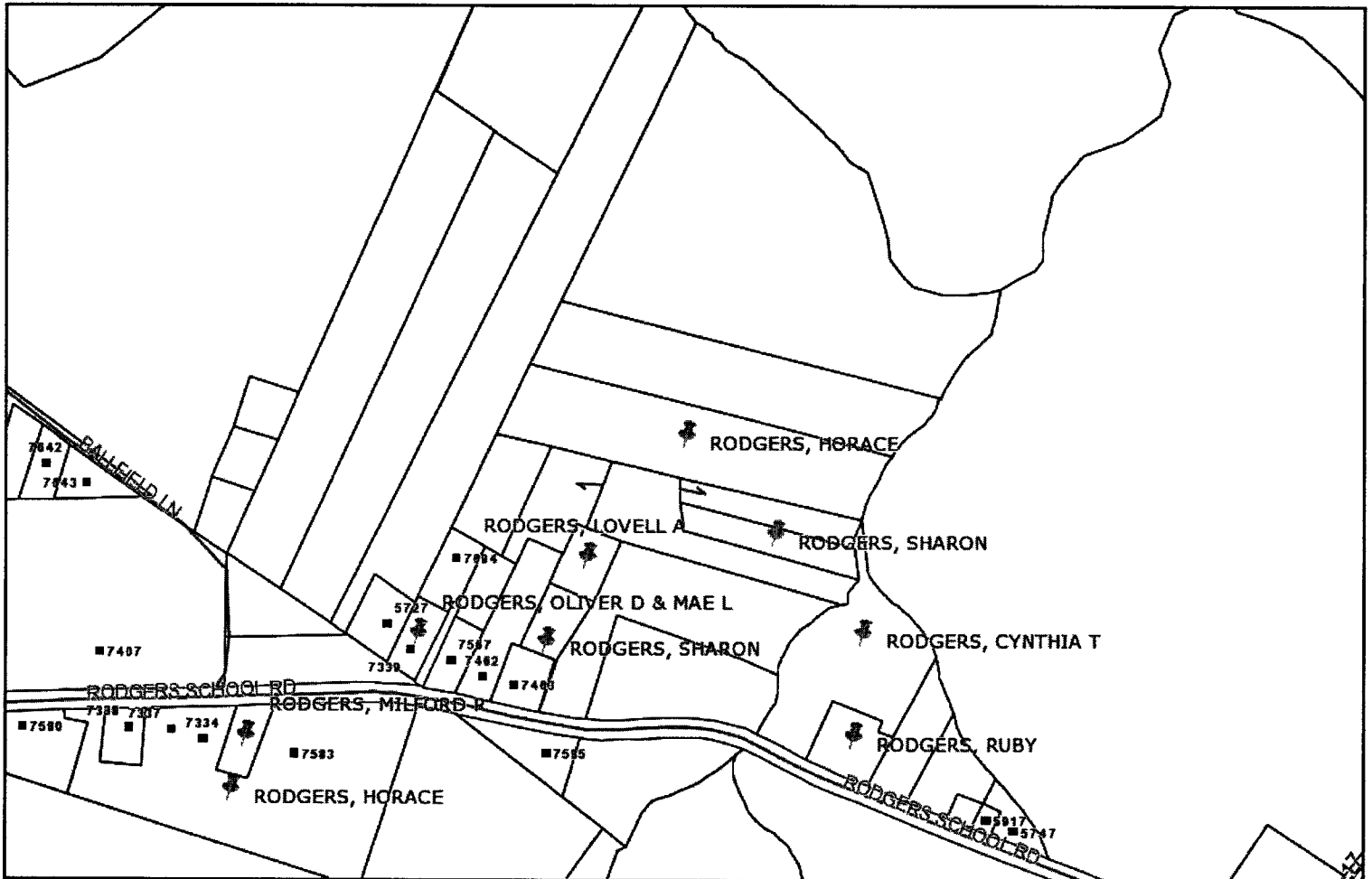
The data provided on this map are prepared for the inventory of real property found within Martin County, NC and are compiled from recorded plats, deeds, and other public records and data. This data is for informational purposes only and should not be substituted for a true title search, property appraisal, survey, or for zoning verification.

Parcel Number: 0503773
 Map Number: 5776-06
 Owner Name: GILLIAM, VELVORA H
 Owner Address: 1935-103 TARA CT
 Owner Address2:
 Owner City: GREENVILLE
 Owner State: NC
 Owner Zip: 27858
 Location: 617 WASHINGTON ST (LAUNDRY)

Deed Book: K-20
 Deed Page: 48
 Current Value: 143310
 District: C05
 Deed Acres: 0
 Calc Acres:
 Map/Block/Lot: 5776-48-7486
 Sale Date: 20041116
 Sale Price: 110000
 Township: 05



One Inch = 400 Feet



Martin County, NC



PROPERTY MAP

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Sale Price: 110000
Township: 05



One Inch = 400 Feet

Smith, Vicki

From: Dunn, Nancy
Sent: Thursday, February 24, 2011 10:39 AM
To: Smith, Vicki
Subject: RE: can you try to find

Sometimes the sheriff in towns like that knows people and can find where they live. Maybe I'll try that. Thanks for all the help. Any suggestions on how to serve someone hard to find? (other than publication?)

From: Smith, Vicki
Sent: Thursday, February 24, 2011 10:31 AM
To: Dunn, Nancy
Subject: RE: can you try to find

Nancy,

I have checked on Lexis, and what I found was an address of:

505 Park St., Apt. 24
Williamston, NC 27892
252-809-0037

I called this number at 10 this morning and let it ring at least a dozen times. No answer and no answering machine. He apparently has a wife named Wanise.

The Martin County Tax Office (252-789-4350) had no record beyond a license tag in 2009, and the plate expired 5-31-10, and has not been renewed.

Their only address was 609 Washington Street, Williamston, NC.

Martin County Clerk's Office had only the 609 Washington Street address from a case in 2009, and none of the persons in the Clerk's office had ever heard of Chebita Wallace, even though they said it was a very small town.

He was listed as owner of Town & Country Dry Cleaners at 336 Highway 64E in Plymouth, NC.

The Tax Office in Washington County (252-793-1176) advised me that this cleaners was shut down and the location was now a billiards hall.

The only address Washington County had for them was 609 Washington Street in Williamston.

They did not list any personal property since 2009.

He does not show up as owning any property in Washington or Martin Counties.

If service at the Park Street address above has already been attempted and failed, I don't think I could do much more unless we could find his full SS#.

Please let me know if you have any ideas I could follow up, or if I can do anything else for you.

Thanks, regards,

Vicki

From: Dunn, Nancy
Sent: Wednesday, February 23, 2011 2:31 PM
To: Smith, Vicki
Subject: can you try to find